

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

SUPERIOR COURT DEPT.
CIVIL ACTION NO.:

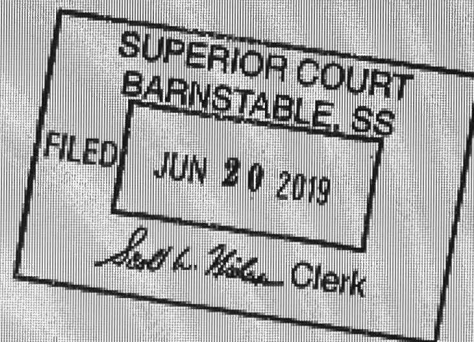
KATHY TILLMAN,

Plaintiff,

v.

COMCAST CABLE
COMMUNICATIONS
MANAGEMENT, LLC and
TERRY DEVEAU

Defendants.



PLAINTIFF'S COMPLAINT AND JURY DEMAND

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter by virtue of M.G.L. c. 151B § 9.
2. Venue is proper in this Court because the plaintiff resides in the county and the events at issue took place in the county.

PARTIES

3. The plaintiff, Kathy Tillman, lives in Harwich, Massachusetts and was 56 years old at the time of her termination.
4. The defendant, Comcast Cable Communications Management, LLC ("Comcast"), has a regular place of business located at 10 Old Town House Road, South Yarmouth, MA, 02664.
5. The defendant, Terry Deveau, was at all times relevant to the Complaint employed by Comcast and served as the plaintiff's supervisor.

ADMINISTRATIVE PREREQUISITES

6. On or about April 14, 2017, the plaintiff filed a timely charge of discrimination with the Massachusetts Commission Against Discrimination.

7. The plaintiff subsequently withdrew her charge of discrimination from the Commission in contemplation of bringing this action.
8. All administrative and jurisdictional prerequisites to suit have been satisfied.

FACTS

9. Ms. Tillman began working at Comcast in March 2007 as an administrative assistant in the South Yarmouth office. In that capacity, her job duties were to support the technical operations manager, office staff, the supervisors of regional Comcast offices and area technicians who operated out of the South Yarmouth office.
10. In all, the South Yarmouth office had about 30 employees, including approximately 7 supervisors, all of whom were male.
11. Of the approximate 30 employees in the South Yarmouth office, Ms. Tillman was the only female that worked in the central area of the office. Prior to her hire into the administrative assistant position, it was a male that occupied this role for approximately the past twenty years.
12. In May 2013, Ms. Tillman's direct boss and the manager of the South Yarmouth office, Gary Anderson, retired. Following Mr. Anderson's retirement, Terry Deveau ("Deveau") became the new manager.
13. For each of the years that she worked for Mr. Anderson, Ms. Tillman received positive reviews, rated as either "highly exceptional" or "effective" in the categories upon which she was evaluated.
14. In July 2013, Ms. Tillman went out on short-term disability for breast reduction surgery. She returned to work on or about September 10, 2013.
15. During her absence, the South Yarmouth office was restructured to include a number of staff and technicians from a separate Comcast office located in Plymouth, Massachusetts. During this same time, the South Yarmouth building was remodeled to include all of the workers in one large cubicle area.
16. In the days after her return to the office, a group of technicians unknown to Ms. Tillman were in the parking lot as she walked from her car to the office. One of these individuals yelled "boob job!" to Ms. Tillman as she made her way to the door.
17. Ms. Tillman reported the incident to Deveau. In response, Mr. Deveau said "how old are these guys?" Deveau took no further action.
18. Ms. Tillman became continually subject to similar incidents of sexual harassment as time went on. For example, later in 2013, a technician, Dana Pike, made grasping

motions with his hands towards Ms. Tillman's breasts after she showed him to a closet where uniform items were upon his request.

19. On March 1, 2014, Ms. Tillman received her annual review from Mr. Deveau. Although it was an overall positive review and her performance was the same as it had been in the past, she received from Mr. Deveau a merit rating that was less than what she had received from her prior manager.
20. On or about July 31, 2014, Ms. Tillman took a one-week medical leave for further breast surgery.
21. On March 1, 2015, she received another evaluation from Mr. Deveau. Again, he gave Ms. Tillman a merit rating below what she had received in prior years despite her performance being consistent on an annual basis.
22. Under Deveau's supervision, the South Yarmouth office became an increasingly hostile work environment.
23. For example, at one point in 2015, John Mawhinney ("Mawhinney") acted as manager of the day. While doing so, Mawhinney and Steve Small took off their shirts and took pictures of themselves sitting at various areas around the office, including behind the manager's desk. They then texted these pictures to Deveau. Although certain members of the office were offended by their acts, including Ms. Tillman, Deveau took no action.
24. In another example, in September 2015, Vincent Silva drew a sketch publically viewable on his calendar that offensively depicted a colonoscopy. Mawhinney scribbled over it days after Silva intentionally left it out in the open, only when a cleaning lady and Ms. Tillman questioned what it was in his presence.
25. Members of the South Yarmouth staff would often openly make jokes and gestures of a sexual nature to each other. Although Ms. Tillman frequently complained about these incidents to Deveau he did not take any action.
26. Increasingly, as the office became more and more hostile, numerous technicians and staff purposefully ostracized Ms. Tillman.
27. On January 20, 2016, Deveau asked Ms. Tillman to meet with him and a few other supervisors. In the meeting, Deveau told her that she would need to "work it out" with her co-workers or he "would have to take it to the next step". Deveau made it sound like Ms. Tillman was at fault for creating tension in the office, causing her to cry during the meeting.
28. Ms. Tillman told Deveau that others had been excluding her. Nevertheless, Deveau indicated that he wanted her to meet with certain supervisors in the office in order to "clear the air" and "work out our differences". Initially, Deveau asked Ms. Tillman to

meet her supervisors all together. After she told Deveau she was not comfortable doing so, Deveau then told her to meet with them individually.

29. Ms. Tillman told Deveau that there was not one day while Gary Anderson was the manager that she felt as disrespected as she did and Deveau responded that he was not able to "manage down". Deveau then told Ms. Tillman to meet with each of the four supervisors who she had complained about and that he would not participate in the meetings.
30. In the following days, Ms. Tillman met with each of the supervisors as requested, Mawhinney, Paul Lanahan ("Lanahan"), Dave Britton ("Britton") and Vincent Silva ("Silva").
31. Each one of the four supervisors, in their own way, apologized to Ms. Tillman, except for Silva. At the same time, these individuals each made comments that made it clear that the environment Ms. Tillman was working in was not going to change.
32. For example, Lanahan suggested that Ms. Tillman loudly announce her presence whenever she entered the room so he and others could change their behavior. For his part, Silva told Ms. Tillman that they should just "hug it out". When Ms. Tillman insisted that they instead have a discussion about the tone in the office, Silva became argumentative and said that "if this ends in HR, so be it".
33. Deveau never followed up on Ms. Tillman's meetings with any of these four supervisors or asked if things were better.
34. Despite the January meeting with Deveau, Ms. Tillman continued to be subject to offensive remarks from her co-workers.
35. On February 11, 2016, Ms. Tillman complained about additional incidents to Deveau in writing and indicated that she would begin documenting them. Deveau still took no action.
36. On or about March 18, 2016, Deveau indicated that a number of supervisors needed Ms. Tillman but didn't know where she was, then asked her to better coordinate with them. Ms. Tillman told him she did not have any such communication from them indicating that she was needed.
37. This is an example of how Deveau tried to fault Ms. Tillman for things as a means to falsely cast her as a bad employee because of her complaints about the hostile work environment.
38. In April 2016, an engineer, Bob Tischler ("Tischler"), announced his retirement and approached Ms. Tillman to say goodbye. Tischler wrapped his arms around Ms. Tillman from behind and put his head into her neck area in a manner that obviously made her feel very uncomfortable.

39. Mawhinney and Lanahan then started calling him "Snuggles Tischler" out loud in Ms. Tillman's presence. Ms. Tillman reported the incident to Deveau, who responded "that's illegal, I hope you don't feel that way when I hug you" but did nothing further.
40. At some point towards the end of May/early June 2016, Mawhinney called Ms. Tillman over to his cubicle. As she approached Mawhinney's work area, Ms. Tillman said, "I am coming" to let him know she was on her way.
41. In hearing Ms. Tillman say this, Mawhinney replied, "I KNOW you are!" and began fiddling with the top of his pants belt in a sexually suggestive fashion. When Mawhinney then saw a look of horror register on the face of a co-worker who witnessed the event, Tom Pate, Mawhinney said, "you can walk me over to the HR office now!"
42. Mawhinney made the remark as a part of pattern of Comcast employees engaging in sexually harassment of Ms. Tillman. Mawhinney understood that by saying the comment, he intended to harass Ms. Tillman.
43. On June 7, 2016, Ms. Tillman emailed Deveau to ask if they could meet to talk about her overall performance appraisal rating. Deveau never responded.
44. On or about June 23, 2016, Deveau asked Ms. Tillman to meet with him and a human resources representative in his office. In the meeting, Deveau told Ms. Tillman that her job was being eliminated and that she was being terminated, effective immediately.
45. Ms. Tillman questioned Deveau as to what he was going to do if her job was eliminated. He responded, "I don't know." Deveau then told her that she could always re-apply and made a comment that, "if this was Manchester, maybe things would be different".
46. Comcast replaced Ms. Tillman's position with a significantly younger individual.
47. Comcast and Deveau eliminated Ms. Tillman's position and terminated her employment in retaliation for her complaints about the ongoing hostile work environment and out of animus towards her gender and/or age.
48. As a result of the wrongful discharge committed by Comcast and Deveau, Ms. Tillman has lost wages, benefits, health insurance, employment and suffered extreme emotional distress.

COUNT I – TILLMAN v. COMCAST AND DEVEAU
(Sex/Gender Discrimination – Hostile Work Environment)

49. Plaintiff restates, realleges and incorporates by reference herein allegations 1 through 48 of this Complaint.
50. The defendants' conduct participating in and allowing and ongoing sexual harassment of the plaintiff as alleged herein constituted a hostile work environment and unlawful gender discrimination in violation of M.G.L.A. c. 151B.
51. The defendants' decision to terminate the plaintiff was based on her gender in violation of M.G.L. c. 151B.
52. The discriminatory treatment of the plaintiff, as described herein, violates the express provisions of M.G.L. c. 151B with regard to gender.
53. As a direct, foreseeable, and proximate result of the defendants' discriminatory acts, plaintiff suffered and continues to suffer substantial losses in earning and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress and discomfort.

WHEREFORE, the plaintiff, Kathy Tillman, demands judgment against the defendants in an amount to be determined by the Court together with interest, costs, and attorney's fees.

COUNT II - TILLMAN v. COMCAST AND DEVEAU
(Sex/Gender Discrimination - Wrongful Discharge)

54. Plaintiff restates, realleges and incorporates by reference herein allegations 1 through 53 of this Complaint.
55. The defendants' conduct participating in and allowing and ongoing sexual harassment of the plaintiff as alleged herein constituted a hostile work environment and unlawful gender discrimination in violation of M.G.L.A. c. 151B.
56. The defendants' decision to terminate the plaintiff was based on her gender in violation of M.G.L. c. 151B.
57. The discriminatory treatment of the plaintiff, as described herein, violates the express provisions of M.G.L. c. 151B with regard to gender.
58. As a direct, foreseeable, and proximate result of the defendants' discriminatory acts, plaintiff suffered and continues to suffer substantial losses in earning and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress and discomfort.

WHEREFORE, the plaintiff, Kathy Tillman, demands judgment against the defendants in an amount to be determined by the Court together with interest, costs, and attorney's fees.

COUNT III – TILLMAN v. COMCAST AND DEVEAU
(Age Discrimination – Wrongful Discharge)

- 59. Plaintiff restates, realleges and incorporates by reference herein allegations 1 through 58 of this Complaint.
- 60. Plaintiff is over forty years old and a member of a protected class pursuant to M.G.L. c. 151B.
- 61. The defendants' conduct as alleged herein and decision to terminate the plaintiff based on her age constitutes unlawful age discrimination in violation of M.G.L.A. c. 151B.
- 62. As a direct, foreseeable, and proximate result of the defendants' discriminatory acts, plaintiff suffered and continues to suffer substantial losses in earning and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress and discomfort.

WHEREFORE, the plaintiff, Kathy Tillman, demands judgment against the defendants in an amount to be determined by the Court together with interest, costs, and attorney's fees.

COUNT IV – TILLMAN v. COMCAST AND DEVEAU
(Retaliation)

- 63. Plaintiff restates, realleges and incorporates by reference herein allegations 1 through 62 of this Complaint.
- 64. The defendants' conduct as alleged herein, including the ongoing sexual harassment of the plaintiff, creation of a hostile work environment and decision to terminate her employment, were all done in retaliation based on plaintiff's complaints of how males treated her.
- 65. The defendants retaliated against the plaintiff based on her raising complaints about the hostile work environment by terminating her employment in violation of M.G.L. c. 151B.
- 66. As a direct, foreseeable, and proximate result of the defendants' discriminatory acts, plaintiff suffered and continues to suffer substantial losses in earning and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress and discomfort.

WHEREFORE, the plaintiff, Kathy Tillman, demands judgment against the defendants in an amount to be determined by the Court together with interest, costs, and attorney's fees.

COUNT V – TILLMAN v. COMCAST AND DEVEAU
(Intentional Interference with Advantageous Business Relations)

67. Plaintiff restates, realleges and incorporates by reference herein allegations 1 through 66 of this Complaint.
68. The defendants intentionally interfered with plaintiff's employment relationship with Comcast by improperly terminating her on the basis of her gender and/or age and without having adequately investigated the circumstances of her sexual harassment/hostile work environment complaints or the circumstances of her termination.
69. The plaintiff had an expectation of continued employment with Comcast.
70. By the conduct described above, the defendants wrongfully procured the plaintiff's employment relationship with Comcast.
71. Deveau sought to interfere with the plaintiff's employment relationship with Comcast out of improper means/motive due to the plaintiff's gender and/or age.
72. As a direct, foreseeable, and proximate result of the defendants' acts, plaintiff suffered and continues to suffer substantial losses in earning and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress and discomfort.

WHEREFORE, the plaintiff, Kathy Tillman, asks this Court to enter Judgment for the plaintiff and against the defendants awarding the plaintiff the following:

- a. lost past and future wages;
- b. an amount of money, which will fairly compensate her for emotional and physical pain and suffering; distress, damages for loss of reputation;
- c. her costs and attorneys fees;
- d. interest on any judgment entered from the time of the filing of this suit.
- e. Such relief as may be just a proper and/or will make the plaintiff whole.

JURY CLAIM

THE PLAINTIFF, KATHY TILLMAN, DEMANDS A TRIAL BY JURY AS TO ALL COUNTS OF THIS COMPLAINT.

Respectfully submitted,

Dr. [Name]

Senior Lecturer

Department of [Name]

[Signature]

Dr. [Name]

Senior Lecturer

Department of [Name]

University of [Name]

[Address]

[City]

[State]

[Zip]

CIVIL ACTION COVER SHEET	DOCKET NUMBER	Trial Court of Massachusetts The Superior Court
PLAINTIFF(S): <u>Kathy Tillman</u> ADDRESS: _____ _____ _____	COUNTY: <u>Barnstable</u>	
ATTORNEY: <u>Leonard H. Keenan, Gregor A. Pagnini</u> ADDRESS: <u>Brody, Hardoon, Perkins & Keenan, LLP</u> <u>668 Boylston Street, 12th Floor, Boston, MA 02116</u> <u>(817) 880-7100</u> BBQ: <u>542042 (LHK); 857659 (GAP)</u>	DEFENDANT(S): <u>Comcast Cable Communications Management, LLC and Terry Dennis</u> _____ ADDRESS: <u>10 Old Town House Road, South Yarmouth, MA 02664</u> _____ _____	
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)		
CODE NO. <u>B22</u>	TYPE OF ACTION (specify) <u>Gender/Age Discrimination</u>	TRACK <u>F</u>
HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
"N" "Other" please describe: _____		
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A		
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.		
TORT CLAIMS (attach additional sheets as necessary)		
A. Documented medical expenses to date:		
1. Total hospital expenses	\$	_____
2. Total doctor expenses	\$	_____
3. Total chiropractic expenses	\$	_____
4. Total physical therapy expenses	\$	_____
5. Total other expenses (describe below)	\$	_____
		Subtotal (A): \$
B. Documented lost wages and compensation to date	\$	25,000 +
C. Documented property damages to date	\$	_____
D. Reasonably anticipated future medical and hospital expenses	\$	_____
E. Reasonably anticipated lost wages	\$	25,000+
F. Other documented items of damages (describe below)	\$	25,000+
Emotional Distress		
G. Briefly describe plaintiff's injury, including the nature and extent of injury: The Plaintiff suffered emotional distress due to hostile work environment at Comcast leading to retaliation and wrongful discharge from her employment.		
TOTAL (A-F):		\$ 75,000+
CONTRACT CLAIMS (attach additional sheets as necessary)		
Provide a detailed description of claim(s): _____		
TOTAL:		\$ _____
Signature of Attorney/Pro Se Plaintiff: <u>Gregor A. Pagnini</u> ^{SR}		
		Date: <u>6/19/19</u>
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.		
CERTIFICATION PURSUANT TO SJC RULE 1:18		
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.		
Signature of Attorney of Record: <u>Gregor A. Pagnini</u> ^{SR}		
		Date: <u>6/19/19</u>

